

084079-13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

MR01

## Particulars of a charge



Companies House

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record



A18 09/10/2013 #359  
COMPANIES HOUSE

WEDNESDAY

**1 Company details**

Company number 07747446

Company name in full BONDSWAY LIMITED

2

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 07/10/2013

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name NATIONAL WESTMINSTER BANK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

By way of a Legal Charge over the Contracts for 100 Histon Road, Cambridge, CB4 3JP registered at the Land Registry under Title Number CB171710 (including the Building Contract and the Contract for Sale)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *[Handwritten Signature]*

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name LUCY AVOGADRI

Company name BARR ELLISON SOLICITORS LLP

Address 39 PARKSIDE

Post town CAMBRIDGE

County/Region

Postcode C B 1 1 P N

Country

DX 5806 CAMBRIDGE

Telephone 01223 417 200



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7747446

Charge code: 0774 7446 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th October 2013 and created by BONDSWAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2013

Given at Companies House, Cardiff on 11th October 2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.**

Date

07 October 2013

I certify this to be a true copy of the original  
 Print Name AMELIA JACKSON  
 Date 08.10.13

**Definitions****Mortgagor:**

Bondsway Limited (registered number 07747446) whose registered office is at Heydon Lodge, Flint Cross, Newmarket Road, Heydon, Royston SG8 7PN

**Bank:**

National Westminster Bank Plc

**Interest:**

Interest at the rate(s) charged to the Mortgagor by the Bank from time to time

**Property:**

Administrative Area

Peterborough

Description

100 Histon Road, Cambridge, CB4 3JP

Tenure

Freehold

Title Number

CB171710

**Contracts:**

means the Contracts described in Schedule 1 as amended or supplemented from time to time

**Development**

has the meaning given to it in the Loan Agreement

**Enforcement Event:**

means any Event of Default under the Loan Agreement that has not been waived in writing by the Bank

**Mortgagor's Obligations.**

All the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

**Expenses:**

All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Contracts or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Loan Agreement:**

Means a loan agreement dated on or about the date of this deed and entered into between the Mortgagor and the Bank, under the terms of which the Bank has agreed to advance loan facilities to the Mortgagor

**Required Currency.**

The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

**Charge**

- 1.1 The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee assigns absolutely to the Bank all of the Mortgagor's rights, title and interest in, and the benefit of, the Contracts and all money now and in the future due to the Mortgagor pursuant to the Contracts including, without prejudice to the generality

of the foregoing, all claims for damages in respect of any breach of the Contracts by any party other than the Mortgagor subject to re-assignment on redemption

- 1 2 The Bank hereby agrees with the Mortgagor not to exercise the Mortgagor's rights under the Contracts until an Enforcement Event has occurred

### **Building Works and Payment**

- 2 1 **The** Mortgagor will diligently carry out and complete the Development and will make all payments and comply with any other provisions in the Contracts
- 2 2 **The** Mortgagor will pay into the Mortgagor's account with the Bank (or such other account as the Bank may specify from time to time) all payments which the Mortgagor may receive in respect of the money due to the Mortgagor pursuant to the Contracts

### **Restrictions on Variation and Charging Leasing Disposing and Parting with possession**

- 3 **The** Mortgagor will not without the Bank's prior written consent -
- 3 1 **Agree** to any variation of the Contracts or to amend or waive any of its rights under the Contracts
- 3 2 **Create** or permit to arise any mortgage charge or lien on the Contracts
- 3 3 **Release** any party to the Contracts from any of their obligations thereunder
- 3 4 **Waive** any breach by any other party to the Contracts

### **Powers of the Bank**

- 4 1 **The** Bank may without restriction grant or accept a surrender of the Sale Contract
- 4 2 **Section 103** of the Law of Property Act 1925 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 4 3 **The** Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Contracts and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration
- 4 4 **All** or any of the powers conferred on a Receiver by Clause 5 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment
- 4 5 **The** Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank
- 4 6 **Section 93(1)** of the Law of Property Act 1925 shall not apply to this deed
- 4 7 **In** addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank (whether or not that deposit or balance is due to the Mortgagor)
- 4 8 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with the Bank that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Mortgagor to make withdrawals from time to time
- 4 9 **The** Bank may exchange or convert to the Required Currency any currency held or received

## **Receivers**

- 5 1     **Any** Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally -
- 5 1 1   **To** take generally manage and comply with any outstanding obligations of the Mortgagor under the Contracts
- 5 1 2   **To** carry out on the Property any new works or complete any unfinished parts of the Development in accordance with the Contracts
- 5 1 3   **To** carry into effect and complete any transaction for completing the Development by executing deeds or documents in the name of or on behalf of the Mortgagor
- 5 1 4   **To** take continue or defend any proceedings and enter into any arrangement or compromise
- 5 1 5   **To** insure any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 5 1 6   **To** employ advisers consultants managers agents workmen and others and purchase materials tools equipment or supplies
- 5 1 7   **To** borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers
- 5 1 8   **To** do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Contracts
- 5 2     **A** Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

## **Initial**

- 6       The Mortgagor represents and warrants to the Bank that on the date of this charge
- 6 1     it has power to enter into and perform its obligations under the Contracts,
- 6 2     the Contracts executed by the relevant parties to them constitute legal, valid, binding and enforceable obligations of the Company and there have been no amendments to the Contracts or defaults under them,
- 6 3     it has not assigned or agreed to assign any of its present or future rights, title and interest in and to the Contracts other than pursuant to this charge,
- 6 4     no right of action is vested in any party to the Contracts in respect of any representation, breach of condition, breach of warranty or breach of any other express or implied term by the Mortgagor under the Contracts, and
- 6 5     it has no knowledge of any fact that would or might prejudice or affect any right, power or ability of the Bank to enforce any of the Contracts or any term or condition of any of them

## **Repetition**

- 7       The representations and warranties contained in clause 6 shall be repeated on each day while this security is continuing with reference to the circumstances existing on each such day

## **Mortgagor liable to perform**

- 8       The Mortgagor shall remain liable to perform all the obligations assumed by it under the Contracts

## **Further limitation of the Bank's liabilities**



- 9 The Bank shall have no obligation under the Contracts and shall have no liability in the event of failure by the Mortgagor to perform its obligations under the Contracts

#### **Notice of assignment**

- 10 The Mortgagor shall, if so requested by the Bank in writing, execute and deliver to the other parties to the Contracts notice of this Charge and assignment in such form and substance as the Bank and the Mortgagor may agree in writing, and shall use reasonable endeavours to procure that the other parties to the Contracts acknowledge receipt of it

#### **Power of Attorney**

- 11 The Mortgagor irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

#### **Appropriation**

- 12 1 Subject to Clause 5 2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides
- 12 2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Agreement the Property or the Charged Assets Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

#### **Preservation of other Security and Rights and Further Assurance**

- 13 1 This deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any Contractual or legal rights of the Bank
- 13 2 The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Mortgagor's Obligations on the Agreement

#### **Performance of the Contract**

- 14 The Mortgagor shall perform its obligations in a prompt and efficient manner and shall protect, maintain and enforce its rights under the Contracts and nor do anything in relation to them which may reasonably be expected adversely and materially to affect the liability of the Mortgagor to perform its obligations under the Loan Agreement or this deed

#### **Notices**

- 15 The Mortgagor shall send to the Bank copies of all notices given to or received from the other parties to the Contracts promptly after the same are given or received

#### **Memorandum and Articles of Association**

- 16 If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

#### **Notices**

- 17 1 Any notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is

17 1 1 A company may be served personally on any of its directors or its secretary

17 1 2 A limited liability partnership may be served personally on any of its members

17 2 A notice or demand by the Bank by post shall be deemed served on the day after posting

17 3 A notice or demand by the Bank by fax shall be deemed served at the time of sending

### Governing Law

18 This deed shall be governed by and construed in accordance with English law

### Interpretation

19 1 The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns

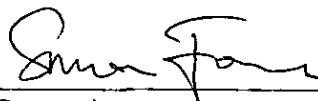
19 2 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them

19 3 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select

19 4 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

Signed and Delivered as a deed  
by the Mortgagor acting by a director  
in the presence of -

  
(Director)

Witness' name in full JOANNA LOUISE CRINSON

Signature



Address BIRKETS 4P, 30 STATION  
ROAD CAMBRIDGE

Occupation SOLICITOR

**Signed** for and on behalf of National Westminster Bank Plc

\_\_\_\_\_  
Duly Authorised Official

Date \_\_\_\_\_

## SCHEDULE 1

The contract made between Bondsway Limited (1) and the President and Fellows of Lucy Cavendish College (2) dated 26 July 2013 for the sale of the freehold property known as 100 Histon Road, Cambridge, CB4 3JP registered at the Land Registry under title number CB171710 (the "**Sale Contract**")

The contract made between Bondsway Limited (1) and SDC Builders Limited dated 23 09.2013 for the development of 100 Histon Road, Cambridge, CB4 3JP (the "**Building Contract**")